



# Siya Africa

Composite Decking

Siya Africa Trading CC  
Unit 21 Ohm Industrial Park  
Ohm Street  
Kya Sands

## **Siya Africa Trading CC- Standard Terms and Conditions**

1. The following terms and conditions preside over all sales, agreements and transactions with Siya Africa Trading.
2. All Siya Africa product installation can be found on [www.siyaafrica.co.za](http://www.siyaafrica.co.za) (Catalogue 2015).
3. The customer complies with the instructions and specifications shown in Siya Africa's product installation guides.
4. Sticking to the specifications and instructions shown in Siya Africa's product installation guides is essential to the normal function and working operation of the products.
5. Should any defect or fault arise due to failure to comply with the specifications and instructions shown in Siya Africa's product installation guide, Siya Africa will not be liable.
6. No warranty, implied or express regarding the suitability of the products supplied for any purpose whatsoever other than those governed by Siya Africa product installation guides are given by Siya Africa.
7. In the event that the instructions and specifications described in the product installation guides are not fulfilled and a claim is made by an end user of any nature whether or not the claim is made in terms of the ambit of the Consumer Protection Act of 2008, Siya Africa will not be held liable against any such claim.
8. The standards of fair dealings and good faith will apply. Siya Africa will strive to avoid errors and provide information which is true. Any innocent error made or inaccurate information provided will not bind Siya Africa.
9. Unless specified in writing by Siya Africa all quotations will remain valid for a period of 30(thirty)days from the issue date or until the day of issue of a new price list, whichever occurs first.
10. Siya Africa quotations and offers are subject to the availability of stock or services and subject to correction, such corrections will be based on the availability of stock or services or correction of good faith errors by Siya Africa.
11. All orders awarded to Siya Africa will only be deemed received when the customer's obligations have been met. If this obligation is a payment, then the order will be considered received on the day that this payment is cleared in Siya Africa's bank account.
12. It usually takes 7 (Seven) days from the date of order confirmation to deliver the stock or service.



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13. Siya Africa will not be bound by the times quoted for deliveries and performance as they are estimates and time will not form part of any agreement unless specifically stated otherwise.
14. A cancellation fee of 10% ( ten percent) will be charged on sales agreement which is cancelled by the customer.
15. All materials returned to Siya Africa will be charged 10% (ten percent) handling fee.
16. Siya Africa will only accept returns at its warehouses
17. Siya Africa will only accept returns which are accompanied by a Siya Africa invoice for the particular goods to be returned.
18. Siya Africa reserves the right to refuse to accept a return at its sole discretion.
19. Siya Africa will not allow any returns or claims on all materials which have not been paid for.
20. Siya Africa at its sole discretion reserves the right to refuse to accept returns on goods which have been manufactured for a customer or an order on a specific basis.
21. It is Siya Africa's duty to ensure that the goods manufactured conform to the specification or drawing, in the event where goods are manufactured to specification or drawing;
22. The customer has a responsibility to ensure that the specification or drawing is correct in the event where goods are manufactured to specification or drawing. Whether the specification or drawing is produced by Siya Africa or otherwise;
23. Siya Africa in the event of a specific sales agreement entered into, and Siya Africa agrees to reserve any material(s) against any offer or payment from the customer, then Siya Africa will reserve such materials for a period of no longer than 30 (thirty) days from the agreement.
24. It is the customer's duty to determine that the products or services ordered are suitable for the purposes of intended use.
25. Any damages arising from abuse, misuse, neglect or negligent installation of products under any circumstances, Siya Africa will not be liable
26. Siya Africa will not be held responsible for colour variations in goods supplied or offered.
27. Siya Africa products may become discontinued, superseded, replaced or otherwise become unavailable.
28. The customer will have no claim against Siya Africa for any losses caused to or experienced by the customer in the case that a product cannot be supplied by Siya Africa.
29. Any imperfections in the materials or work due to defects in or the unsuitability of any material, equipment or any extraneous factors which are not supplied by Siya Africa, Siya Africa will not be liable.
30. In case of (but not restricting this condition to these instances):inability to secure labour, electricity supply, materials, raw materials supplies or by reason of a God, war, civil disturbance, riot, state of emergency, strike lockout or other labour disputes, fire, flood, drought, storm conditions, the sinking or otherwise delay of an ocean

Siya Africa Trading CC  
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going vessel or any other transport delays, legislation or act of law, any orders will be subject to cancellation by Siya Africa. In such an instance, Siya Africa will not be held responsible for any damages or a claim of any nature.

31. All completed product(s) will be dispatched or must be collect by the customer when ready or on the delivery date determined by the sales agreement and the customer will not refuse or delay to take the delivery.
32. Immediately upon delivery, the customer should ensure that the products and services appearing on Siya Africa's delivery note, tax invoice or other documentation, correctly represents the products, or services and prices agreed to and that they are free of defects.
33. In the event that the customer is not present at the delivery address when the delivery takes place, Siya Africa or its agents or any transport company contracted to conduct the delivery, may deliver the goods to any street or place adjacent to the delivery address. Delivery will be carried out at the sole risk of the customer whether the street or place is private or public and whether it is secured or not. Such a delivery will be considered as complete and proper fulfilment of Siya Africa's obligations in terms of the sales agreement.
34. All signed delivery note, invoice or a waybill by the customer or a third party engaged to transport the products, and held by Siya Africa shall be conclusive proof that delivery was made and completed.
35. Siya Africa will not allow any claims arising from a third party being engaged to transport goods on the customer's behalf.
36. On delivery, all the risks of damage to or destruction or theft of products shall pass to the customer.
37. All goods remain the property of Siya Africa until full and final payment is received.
38. All costs for product certification and compliance, required by the customer are borne by the customer.
39. In the event of Siya Africa retrieving its property, Siya Africa will not be held responsible for losses or damages suffered by a customer.
40. All risks associated with EFT (electronic funds transfer) rests with customer.
41. Any amount paid by EFT will only be deemed as received on the day that the effects of the payment have cleared.
42. Siya Africa does not except cheque payments under any circumstances.
43. Siya Africa will only release any goods until the effects of the payment for the goods have cleared.
44. Siya Africa will not be liable for any substantial damages including loss of profit for any omission, commission, failure to act or negligent act wilful or not.
45. The enforceability or plausibility of any one part of these terms and conditions will not affect the plausibility and enforceability of any other part of these terms and conditions or these terms and conditions as a whole.